3rd December 1954]

Appendix V.

[Vide answer to unstarred question No. 13 asked by Sri M. Narayana Kurup at the meeting of the Legislative Assembly held on 3rd December 1954, page 46 supra.]

G.O. Ms. No. 5272, Development (P. & D.), dated 25th October 1948.

(Land Development—Wynaad Colonization Scheme—Government lands—Temporary grant to colonists—Form of draft order—Approved.)

Read—the following papers :—

From the Collector of Malabar, dated 15th February 1948, W-1-8095/46.

From the Board of Revenue, No. E-1056/48-1, dated 29th March 1948.

Memorandum No. 37921, P & D I/47-3, dated 3rd June 1948.

Reference from the Collector of Malabar, dated 12th July 1948, No. W-1-6063/48.

Order—No. 5272, Development (P. & D.), dated 25th October 1948.

The Collector of Malabar has submitted, with the letter first cited, a draft order embodying the conditions of occupation of the Government lands in the Wynaad Colonization area by the colonists. The Board of Revenue has suggested that condition 4 demanding a cash security from the colonists may be deleted as most of the colonists may not be in a position to offer any cash security. His Excellency the Governor accepts the Board's recommendation and approves the draft order as revised and annexed to this order.

Annexure.

Form of order of grant of Government (Wynaad Colonization) lands for agricultural purposes to intending colonists.

The land specified in the schedule (hereinafter called "the land") is hereby granted to of amsam taluk district (hereinafter called "the grantee") temporarily for a period of years for agricultural purposes subject to the following conditions to which the grantee has agreed :—

1. The grant is liable to cancellation if it is to be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud.

2. In the event of such cancellation of grant the grantee shall not be entitled to compensation for any loss caused to him by the cancellation.

[3rd December 1954

3. The land shall remain the property of the Government of Madras (hereinafter called "the Government"). The grantee shall not have proprietary right in the land which can be alienated. He will have only the right of cultivating the land. He will have no right to sublet or mortgage the land or any portion of it in any manner whatsoever.

4. At least one-fifth of the extent of the land granted shall be brought under cultivation by the grantee in each of the five years succeeding the grant. If in any year, this condition is not observed, the land shall be liable to be resumed.

5. The grantee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the land. The Government may, for special reasons, grant concessions in regard to or exemptions from payment of, any assessment for any specified period.

6. (*a*) The grantee shall have no rights whatsoever to any tree standing on the land and he shall not cut any trees without the permission of the Collector of the district (hereinafter called "the Collector").

(*b*) The grantee shall submit a plan to the Collector before any building is constructed and the construction of the building shall be commenced only after the written permission of the Collector is obtained and subject to any alterations that the Collector may make in the plan.

7. The grantee shall be answerable to the Government for all or any injury or damage done to the trees and improvements belonging to the Government.

8. The existing and customary rights of the Government and the public in roads or paths and rivers, streams and channels running through or bounding the land and the right of the Government to mines and quarries of the land are reserved and are in no way affected by the grant. The Government also reserve to themselves or to persons authorized by them the power necessary for the proper working of the minerals such as the full and free liberty and rights of ingress, egress and regress and other powers detailed in Part IV of the model form of mining lease in Appendix IX, Chapter VIII, of the Madras Mining Manual, subject to the payment of or rendering compensation to the grantee for all damages that he may sustain by the exercise of such rights.

9. The Government my resume the land wholly or in part with any improvements thereon, in the event of infringement of any of the conditions of the grant, or if in the opinion of the Government the Land Colonization Scheme is a failure, or on the abolition of the scheme by the Government. In the event of such resumption no compensation shall be payable for any improvements that may have been effected on the land by the grantee.

3rd December 1954]

10. The Government may resume the land wholly or in part with any improvements thereon if, in their opinion, it is required for the purpose of constructing roads through the colony or works for irrigation purposes or for any other public purposes or for conducting mining operations. In the event of such resumption the compensation payable for the land shall not exceed the value of the land at the time of resumption.

11. In the event of resumption under condition 10 if there are any improvements on the land, the Government may pay to the grantee compensation for them in accordance with the provisions of condition 12 or direct the grantee to remove them.

12. In the event of the resumption of land under condition 10 the compensation payable for any improvements on the land shall in no case exceed the value at the time of resumption of any improvements effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made to the grantee by the Government towards the cost of the improvements on the land shall be deducted from the compensation payable to the grantee under this condition.

13. In the event of the grantee refusing to remove the improvements on the land when so directed, the Government may remove them and realize the cost of removal by sale thereof.

14. In the event of voluntary relinquishment of the land by the grantee, no compensation shall be payable for improvements that may have been effected on the land by the grantee and the land shall revert to the Government absolutely and free of all claims.

15. The Government reserve to themselves the right to all sandalwood trees and their branches and roots which may exist on the land at the time of grant (which are described in the schedule attached) as well as those which may grow subsequently on the land hereby granted, and the Government shall be at liberty to cut or dig out any such trees or their roots and branches, and remove them from the land and dispose of them at their pleasure. The grantee shall not be entitled to cut or remove them or cause them to be cut or removed without the written permission of the Collector.

16. The grantee shall take all reasonable measures to the satisfaction of the Collector for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees, growing on the land.

17. The grantee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees on the land are preserved and are not tampered with.

18. In the event of the infringement of or failure to observe any of the conditions 15 to 17, the grantee shall without prejudice to the right of the Collector to resume the grant, pay to the Government compensation as may be determined by the Collector for any loss or damage caused by such infringement or failure on the part

[3rd December 1954

of the grantee. The Government shall also be at liberty to cancel the grant and re-enter on the land and the land shall thereupon vest absolutely in the Government. In that case the grantee shall not be entitled to any compensation, whatever.

19. The grant hereby given may be revoked by the Collector or any other authority specially empowered in that behalf after giving one month's notice in writing to the grantee and shall also be terminable, by the grantee by giving to the Collector one month's notice in writing but without prejudice to any right of action or remedy of the Government in respect of any antecedent breach of any of the foregoing conditions. The grantee shall not in case of such revocation or termination be entitled to any compensation in respect of any improvements effected by the grantee on the land or for the loss caused by interruption of the occupation.

20. If any dispute or difference shall at any time arise hereafter between the Government or their officers on the one part and the grantee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of the grant on the construction or the working of all or any of the provisions herein contained, the said dispute or difference shall be referred for settlement to the arbitration of the Collector and the Collector's decision shall be final and shall not be questioned in any Civil Court.

Schedule.

District.	Taluk.	Town or village.	Ward number and Block number or Survey number.	Serial number.	Classification of land.	Assessment.	Area. ACS. CTS.	Boundaries. NSEW.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

In witness whereof I (name and designation) acting for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set my hand, this day of 195 .

Place and date.

Signature and designation of th assigning authority.